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tached lands sold for \$7,000, was insufficient to show that the property was sold for a grossly inadequate price.

[Ed. Note.—For other cases, see 8 Va.-W. Va. Enc. Dig. 740.]

**5. Attachment (§ 200\*)—Sale—Confirmation—Estoppel to Object.**—Defendant, whose attached property was sold under judicial order having procured a modification of the terms of sale, which was complied with by the purchaser in good faith, was estopped from objecting to confirmation of the sale.

[Ed. Note.—For other cases, see 5 Va.-W. Va. Enc. Dig. 283, 288; 8 Va.-W. Va. Enc. Dig. 727.]

**6. Principal and Agent (§ 51\*)—Power of Attorney—Construction.**—Instrument given by mother to son held a power of attorney constituting the son her attorney in fact to represent her in litigation, and not investing him with her interest in proceeds of sale of certain land.

[Ed. Note.—For other cases, see 11 Va.-W. Va. Enc. Dig. 297.]

Error to Circuit Court, Rockingham County.

Action by the Union Trust Company of New Jersey and others against Ann P. Hilliard and William C. T. Hilliard. To review certain orders for the sale of her property, Ann P. Hilliard brings error. Orders affirmed, and cause remanded for further proceedings.

*D. O. Deckert*, of Harrisonburg, and *J. M. Perry*, of Staunton, for plaintiff in error.

*Chas. A. Hammer*, of Harrisonburg, and *Thomas W. Shelton*, of Norfolk, for defendants in error.

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CONRAD v. CONRAD'S EX'R et al.

Nov. 14, 1918.

[97 S. E. 336.]

**1. Courts (§ 89\*)—Precedents—Construction of Wills.**—Since similar or identical words in different wills require different constructions, according to context and the peculiar circumstances of each case, precedents are to be relied upon with caution and furnish little aid.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 723.]

**2. Wills (§ 439\*)—Construction—Testator's Intention.**—The testator's intention, when ascertained, must be given effect in construing a will, unless it violates some rule of law, or is contrary to public policy.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 780.]

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

**3. Wills (§ 440\*)—Construction—Testator's Intention.**—Since, in construing a will, testator's express intention is sought, this must be ascertained from the language used in the will, and from the sense in which it is used.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 781.]

**4. Wills (§§ 450, 470\*)—Construction—Effect as a Whole.**—An isolated clause or sentence will not be separately considered, since the will is to be construed as a whole, according to testator's general plan and purpose, without adding to or taking from its language, and every word or clause will be given effect, if possible.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 781.]

**5. Wills (§ 456\*)—Construction—Ordinary Meaning.**—In constructing a will, ordinary words will generally be given their usual and ordinary meanings.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 782-5, 794.]

**6. Wills (§ 457\*)—Construction—Language of Instrument—Technical Words—Presumption.**—Technical words are presumed to have been used by testator in a technical sense, and words of well-defined legal significance are presumed intended in such legal sense, in absence of contrary evidence, particularly when used by one knowing their legal significance.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 795.]

**7. Wills (§ 492\*)—Designation of Beneficiaries—Gift to Wife.**—In gift by will to wife for benefit of herself and children, the gift is to the wife, and the children take no interest or estate in the property, their mention expressing motive for the gift only.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 813.]

**8. Wills (§ 467\*)—Construction—Language of Instruments—“Direct.”**—The word “direct,” in a will directing testator's wife, as sole executor, to collect his unsecured debts and discharge his liabilities, to keep intact his stocks and investments “so long as interest is promptly paid,” and to invest life insurance money in 6 per cent. securities, must be construed as meaning “advise.”

[Ed. Note.—For other definitions, see Words and Phrases, First and Second Series, Direct.\* For other cases, see 13 Va.-W. Va. Enc. Dig. 794-6.]

**9. Wills (§ 693 (1)\*)—Construction—Advancement to Children—Executrix's Discretion.**—A will construed as leaving to testator's wife, as sole executrix, the power to make advancements to their children within her discretion; the wisdom of her action being vindicated by testator's action during the 30 years between making the will and his decease.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 813.]

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

**10. Wills (§ 467\*)—Construction—Gift to Wife—Distribution of Remainders.**—A direction to testator's wife, following a clause giving her all his personal property, except cash and choses in action, that the estate be apportioned among their children equally upon her death, held an expression of opinion, in view of a direction for advancements at her discretion.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 813.]

**11. Wills (§ 612 (2)\*)—Construction—Gift Over or Remainder after Gift.**—A testator's direction that the interest on all his investments be collected by his wife, as executrix, and applied to the support of herself and the children, but if, in her opinion, it was inadequate therefor, she could use the principal as she desired, constitutes a gift of the property, and any gift over of the remainder after her death is void.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 826, 829.]

**12. Wills (§ 865 (1)\*)—Partial Intestacy.**—In consideration of a will bequeathing property to testator's wife, held, that testator died intestate as to one-half interest in a house owned jointly with his wife, and which his will excepted from a general direction to sell.

[Ed. Note.—For other cases, see 17 Va.-W. Va. Enc. Dig. 1044.]

#### Appeal from Corporation Court of Winchester.

Bill by Georgia B. Conrad, as executrix of the estate of Holmes Conrad, deceased, and in her own right, against Robert Y. Conrad and others, involving the construction of a will. Judgment for plaintiff, and defendant Holmes Conrad appeals. Affirmed.

*Thomas W. Harrison and R. Gray Williams*, both of Winchester, for appellant.

*John M. Steck and Jas. P. Reardon*, both of Winchester, for appellees.

#### BUCHANAN v. HIGGINBOTHAM.

Nov. 14, 1918.

[97 S. E. 340.]

**1. Account Stated (§ 6 (2)\*)—Presumption.**—The rule that an account rendered is presumed correct where the debtor remains silent applies as between a merchant and customer.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 84.]

**2. Evidence (§ 354 (9)\*)—Books of Account—Regular Course of Business.**—In an action by a merchant against a customer, whose

\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.